

THE CLUB COMPANY MEMBERSHIP TERMS AND CONDITIONS

HEALTH MEMBERSHIP

Health membership refers to any membership with access to the health facilities. Members with access to both the golf and health facilities should refer to **'GOLF MEMBERSHIP'** (from page 18, below).

The club of which you are a registered member of or can access through a membership subscription under these terms and conditions (the **Club**) is part of a group of leisure clubs whose parent company is The Club Company (UK) Limited (the **Group, we or us**). Please note that these terms and conditions, apply to every club within the Group (the **Terms and Conditions**).

This document is designed to facilitate the smooth running of the Club and the enjoyment of its members. Members are respectfully reminded of their obligation to observe all such rules and conditions and to make every effort to comply with any reasonable request made by the Club Director or General Manager at any particular club.

All opening and closing times referenced in these Terms and Conditions are subject to change at the Club's sole discretion. The term "membership" and "membership subscription" are used interchangeably in these Terms and Conditions.

Part A – Our Digital Contract

By clicking that you accept these Terms and Conditions, a legally binding contract will form between the member and the Group (the **Contract**). The IP address of your acceptance of the Contract will be stamped at the bottom of these Terms and Conditions.

Please note that you will be deemed to have accepted these Terms and Conditions by using your Membership, even if you have failed to accept them as detailed above.

Part 1 – Terms & Conditions of Membership

1. Membership Terms

Membership terms refer to your chosen membership commitment period and payment type. The below options are available:

12-month membership (monthly)

- Member committed to 12-full monthly payments.
- After initial pro rata payment, payments will be collected via Direct Debit.
- Membership continues on an ongoing monthly basis following the initial 12-month term.

Flexible membership (monthly)

- Members are committed to a minimum of three full calendar months.
- After initial pro rata payment, payments will be collected via Direct Debit.

12-month membership (annual)

- Members are committed to pay for the full 12-month term via an upfront payment.
- Membership is renewed annually for a subsequent 12-month commitment.

1.1 Membership Categories

Adult Membership Categories: All members have access to all included services and facilities as provided under the relevant category of membership below, within the hours specified:

Full Health

- Access to the Club at any time, within the opening hours.

Lifestyle

- Access to the club within restricted hours
- Access times:

Monday to Friday 12:00-17:00 (last entry 16:30)

Saturday/Sunday 14:00-Closing

Junior Membership Categories: Access to the Club and the facilities will be determined by age-group and by the local club rules (applies to members under the age of 21):

Intermediate

- Available to members aged 16 to 20 years (proof of age may be required).
- Membership for members under the age of 18 must always be linked to at least one of the active memberships listed above in the Adult Membership Categories.
- An Intermediate membership will be automatically upgraded to a Full Health membership in the month following the 21st birthday of such member.

Junior/Club Junior

- Available to members aged 5 to 15 years.
- Junior members must be linked to at least one of the active memberships listed above in the Adult Membership Categories.
- Access to the Club is permitted within the ***junior hours** outlined by the Club. ****Please check with the Club or online for more information.***
- Junior members must be accompanied by a member aged 21 or over at all times.
- A member will be automatically upgraded to an Intermediate membership in the month following the 16th birthday of such member.
- Certain clubs may ***restrict** a Junior membership from being linked to one or more of the active memberships listed above in the Adult Membership Categories.

*Please check with the Club or online for more information.

Infant

- Available to members aged 0 to 4 years.
- Infant members must be linked to at least one of the active memberships listed above in the Adult Membership Categories.
- Access to the Club is permitted within ***infant hours**, outlined by the Club.

*Please check with the Club or online for more information.

- Infant members must be accompanied by a member aged 21 or over at all times.

- Infant members will be automatically upgraded to a Junior member in the month following the 5th birthday of such member.
- Certain clubs may ***restrict** an Infant membership from being linked to one or more of the active memberships listed above in the Adult Membership Categories.

*Please check with the Club or online for more information.

1.1.2 Linked Memberships

Linked memberships refers to two or more linked memberships entered into under one contract with the Club.

The lead member is the member that has signed the terms with the Club on behalf of any other linked member (the **Head Member**).

The Head Member is responsible for:

- Payment of all joining fees and membership subscriptions.
- Providing signed health declaration forms for each linked member.
- Ensuring each linked member adheres to these Terms and Conditions and any local club rules and regulations (as applicable)

All correspondence or communication from the Group relating to any linked member will be sent to the Head Member who will be responsible for relaying the relevant information to the relevant linked member(s).

Group Memberships must be set up with the same commitment period and method of payment, with Direct Debit payments taken from only one linked account.

Where members are added to the Group Membership at a later date, all members will be required to have the same commitment period. This may require the Head Member to recommit to a further 12-month term.

In a mixed golf and health and fitness Group Membership, any golf member aged 21 or over will be deemed the Head Member, irrespective of the bank account used for payment of the membership subscription.

All members are required to ensure that they:

- Sign their respective health declaration.
- Adhere to these Terms & Conditions.

- Follow all local club rules and regulations (as applicable to each particular club where relevant).

1.2 Joining the Club

1.2.1 Membership Subscription Fees

Details of fees for your chosen category of membership are provided by the Club at enrolment.

1.2.2 Joining Fees

Members are required to pay a joining fee. This is a one-off charge made at the point of joining. Joining fees are applicable to new members and any previous members re-joining the Club.

1.2.3 Joining Promotions

A member may be offered a ***promotional joining offer**. Promotions are restricted to one per individual and will not be available to existing members or members re-joining within a 12-month period of ending their previous membership term.

*Please check with the Club or online for more information.

1.2.4 First Charge

Members are required to make a pro rata payment for the remainder of the month of joining. This payment is in addition to the commitment term for your selected membership term. Where a member joins after the cut-off point for setting up a Direct Debit mandate for the following month, that member will be asked to pay for the subsequent month in advance. This full month payment will be part of the commitment period.

1.2.5 Acceptance of Rules

In signing a contract for membership with the Group, members agree to abide by these Terms and Conditions together with any local rules and regulations specific to a particular club. Please ask the relevant Club for more information about specific local rules and regulations. The Group reserves the right to amend these Terms and Conditions at any time. The Group will use reasonable endeavours to notify members of any changes or updates to the Terms and Conditions.

1.2.6 Health Declaration

At enrolment, all members must sign the health declaration before using their membership. This states our commitment to you and your commitment to us regarding

your health. It is the responsibility of each member to read, sign and date the health declaration provided. The personal data (including any sensitive data) contained in any health declaration will be both safeguarded and processed as detailed in **1.8 (Privacy Policy)**.

1.2.7 Cooling Off Period

Members may reserve the right to withdraw their membership application within 14 days of the date the member entered into the contract with us by written request. Should you withdraw your membership under this clause, your initial payment in connection with your membership will be fully refunded. However, you will be charged a separate pro rata fee for any days you used the Club within such 14 day period. This condition will be strictly applied and there will be no extensions granted to the 14 day period.

1.2.8 Discretion to Admit

We reserve the right to reject an application for membership, or refuse admission at our sole discretion without providing any reason for such refusal.

1.3 Membership Charges

1.3.1 Charging

All Direct Debit collections will take place on or after the 3rd of each month unless otherwise agreed in writing. Where the 3rd of the month falls on a weekend or a bank holiday, payment will be collected from the nominated bank account on the next available banking day. Please see **1.3.7 Missed Payments** for more details concerning missed Direct Debit payments.

1.3.2 Linked Members Charging

All Direct Debit subscription payments for any linked members within a Group Membership must be paid using the same nominated bank account as the Head Member.

1.3.3 Finance Charge

Membership subscriptions collected by monthly Direct Debit instalments include a finance charge, which is determined by reference to the cost of commercial company borrowing rates. More information about this can be provided on request. Subscriptions paid annually in advance do not include such finance charge.

1.3.4 Direct Debit Commitment

If you choose to pay for a subscription by monthly Direct Debit instalments, this is a binding contractual arrangement with us. Should you break this arrangement, the balance of the annual membership subscription for the entire commitment period will

become immediately payable in full. Please see **1.7 Personal Training Direct Debit Payments** for information on direct debits relating to personal training subscriptions.

1.3.5 Review of Charges

Membership charges rates are subject to review. Members will be notified in writing, with a minimum of 10 working days' notice. Where the rate review date for the charges falls within a commitment period and the member is paying monthly, the increased charge will apply. For members on a 12-month annual term, the change will take effect on the next membership subscription renewal date.

1.3.6 VAT Charges

Membership subscriptions include VAT (changes to the applicable rate under law may apply from time to time). The Group may pass on such changes at its sole discretion.

1.3.7 Missed Payments

If you fail to make a payment to us by the due date, one or more of the following may happen:

- Administrative and credit control process charges may occur (in the event of missed payments).
- In the event of a membership subscription not being paid on the due date, access to the Club and any online services will be suspended until payment is received.
- If a Direct Debit fails to be collected due to insufficient funds, a second attempt will be made to draw the overdue subscription within 10 working days. Should this second attempt also fail, an attempt to draw a double payment in the following month's Direct Debit collection will be made.

Any communication regarding missed payments will be sent by us via email or in writing. If you are a linked member under a Group Membership, please note all correspondence will be sent to the Head Member.

1.3.8 Recovery Action

Continued failure by you to pay will result in us using debt recovery methods to obtain the outstanding payment (the **Debt**). This may include us engaging the services of collecting agents and where necessary court action to pursue recovery. Any additional costs incurred by us pursuing any debt recovery action, will be added to the Debt and become payable by you.

1.4 Membership Amendments

- 'Upgrade' refers to a change of membership to a higher rate membership and/or a change from a health to a golf membership. Memberships can be upgraded at any time.

- Upgrades from a health to a golf membership will require the member to both agree and adhere to the golf membership terms & conditions.
- 'Downgrade' refers to a change of membership to a lower rate membership and/or a change from a golf membership to a health membership. Membership downgrades can be processed on completion of the initial membership commitment term.
- Requests for changes to a membership detailed in the Membership Categories must be made in writing or via the member portal by 25th of the month prior to the change taking effect. We will write confirming when such change will take effect.

1.4.1 Inter-Club Transfer

If a member wishes to transfer their membership to a different club within the Group, the terms and conditions accepted by you on your enrolment with your original club will be carried over to your new club. We will send you written confirmation when your membership subscription has changed and when you become a member of your new club.

1.5 Suspensions

1.5.1 Suspension Criteria

The suspension of a membership will be granted in the following circumstances on production of one of the specified documentary evidence:

1. Pregnancy – Medical confirmation to be provided.
2. Ill health or serious injury preventing exercise – a doctor's letter.
3. Loss of livelihood - Proof of Income Support or redundancy.
4. We may at our sole discretion allow for the suspension of a membership if we are satisfied that there has been a change in your personal circumstances (other than those listed above).

Suspension of your membership means that it is no longer reasonable for you to use the Club's facilities or to continue being a member.

1.5.2 Suspension Fee

- The suspension of a 12-month membership detailed in the Adult Membership Categories will be charged at £15 per month.
- The suspension of a Flexi membership detailed in the Adult Membership Categories will be free of charge.
- The suspension of a membership detailed in the Junior Membership Categories will be suspended free of charge.

1.5.3 Suspension Terms

- Suspensions requests submitted in writing or via the member portal must be received by 25th of the month to take effect from the 1st day of the following month and cannot be granted retrospectively.
- The suspension of a membership will not be permitted until the first full month of your membership has been completed. The period of suspension will be for a minimum of one month and a maximum of nine months, effective from the 1st of any month only (the **Suspension Period**).
- Membership will resume from the 1st of the month following the final day of suspension. It is the responsibility of the member to notify the Club in writing by 25th of the final month of the Suspension Period if an extension is required. The approval of an extension of the Suspension Period will be at the Group's sole discretion acting reasonably.
- Should a member not wish to return following a Suspension Period or if the maximum 9-month suspension timeframe has been applied, the member may request in writing to cancel their membership, giving one calendar months' notice. We would need to agree to such cancellation in writing for the cancellation to become effective.
- Where a member has suspended their membership subscription within their commitment period that member will have their commitment period extended for a time period equal to the Suspension Period. For example the length of any suspension will be added to the end of the commitment period.
- At the point of reinstatement, the membership subscription will be charged at the current prevailing rate. We will use reasonable endeavours to notify you of any price increases affecting your membership before such increases come into effect.
- Should all memberships in the Adult Membership Categories within a Linked Membership be suspended, all Infant, Junior and Intermediate memberships in that group must also be suspended.
- The suspension by a Head Member of their membership, may result in an Upgrade to the membership of all linked member aged 21 or over.

1.6 Cancellation (Termination) of Membership

- These clauses tell you when and how you may cancel your membership if necessary. It is the responsibility of the member to provide the Club with written notice to cancel their membership or submit such notice via the member portal in line with the below clauses. Cancellation of your membership will only become effective on receipt of written confirmation from us.
- We may refuse your request to cancel your membership subscription in certain instances such as:
 - Where any payments to us are outstanding.
 - Your membership subscription has been suspended in line with our suspension policy **1.5 (Suspensions)**.

1.6.1 12-Month Membership (Direct Debit)

- Within the initial 12-month term, the membership may be terminated at the end of this term providing one full calendar months' notice. 12 full months will need to be paid before the membership can terminate
- To cancel the membership subscription at the end of the initial term, notice can be given up to and including the 1st day of the final month of membership. For example, a 12-month term due to end on 30th June can be cancelled up to and including 1st June for the membership to terminate on 30th June
- Following the initial 12-month term, a membership can be cancelled providing **3-calendar months' notice**. For example, to cancel a membership from 30th June, notice needs to be provided by 1st April. If notice is received on 2nd April, the membership will terminate on 31st July
- Requests to cancel should be given in writing or submitted via the member portal

1.6.2 Flexible Membership

- Within the initial 3-month term, the membership may be terminated at the end of this term providing one full calendar months' notice. 3 full months will need to be paid before the membership can terminate
- To cancel the membership subscription at the end of the initial term, notice can be given up to and including the 1st day of the final month of membership. For example, a 3-month term due to end on 30th June can be cancelled up to and including 1st June for the membership to terminate on 30th June
- Following the initial 3-month term, a membership can be cancelled providing 1-calendar months' notice

1.6.3 12-Month Membership (Annual)

- Pre-paid annual memberships will renew the day after the last date of the commitment period (the **Renewal**).
- We will send written notice of your Renewal, along with any new applicable annual rate.
- If you fail to confirm the Renewal of your membership within the month its due, we will treat this as a cancellation. The Renewal of a membership subscription after this point may incur a joining fee.
- On Renewal of the membership subscription, a member commits to a further 12-month period (a new annual term).

A calendar months' notice for cancellation means providing us with written notice by the 1st day of the relevant month for the cancellation to be effective for that month. For example, to cancel a membership for 30th September, notice must be provided prior to or on 1st September. Notice received on 2nd September, would be processed to take effect from 31st October.

1.6.4 Early Cancellation

Where you are committed to a 3 or 12-month membership subscription, there are some exceptions where your contract may be terminated early by giving one full calendar months' written notice with the relevant documentary evidence:

1. Ill health or serious injury preventing exercise – a doctor's letter.
 2. Loss of livelihood - Proof of Income Support or redundancy.
 3. Permanent relocation of main residence to more than 20 miles from the Club.
 4. The Group is satisfied that there has been a change in your personal circumstances, other than those listed above, which means that it is no longer reasonable for you to use the Club's facilities or to continue being a member.
- Early cancellations will be accepted at the Group's sole discretion on receipt of the required notice in writing or via the member portal, on provision of the requested documentary evidence.
 - Members need to provide a calendar months' notice for cancellation in relation to early cancellation.

1.7 Personal Training Direct Debit Payments

Personal training can be paid for via Direct Debit, as a bolt-on to a membership at either 4, 8 or 12 sessions per calendar month for an additional cost (**Personal Training Sessions**).

1.7.1 Setting up a Direct Debit for Personal Training Sessions

Personal Training Sessions can be set-up at any time in the month, but sessions will commence on 1st of the following month.

Monies will be collected via Direct Debit at the same time as payment for your membership subscription.

The minimum commitment period for Personal Training Sessions is 3 calendar months (the **Minimum Commitment Period**).

Terms of use

Personal Training Sessions purchased for the relevant calendar month must be taken in the calendar month in which they are purchased for. Unused sessions cannot be carried over and will not be refunded, except in certain circumstances for the reasons cited above for early cancellation (**please see 1.6.4 (Early Cancellation)**).

Personal Training Sessions may be suspended in line with our membership suspension policy (**please see 1.5 (Suspension)**).

Personal Training Sessions are for the personal use by the member detailed under the relevant membership subscription only and may not be transferred.

1.7.3 Cancellation of Direct Debit

Following the Minimum Commitment Period, Personal Training Sessions may be cancelled by providing us with a calendar months' notice for cancellation.

On cancellation of a membership for the Personal Training Sessions after the Minimum Commitment Period, the Personal Training Sessions will be automatically cancelled following the calendar months' notice for cancellation.

Any Personal Training Sessions unused after the cancellation of such membership (excluding early cancellation in line with **1.6.4**) can no longer be used, transferred or refunded.

1.8 Privacy Policy

We take your privacy seriously and will only use your personal information to administer your account and to provide the service(s) and the products you have requested from us. However, from time to time we would like to contact you with details of other offers and services we provide. We do not pass your personal data onto any organisation outside the Group. You will be asked to give your consent to receiving such communication and will have the option to opt out at any time. We reserve the right to pass your details to a 3rd party for the collection of any overdue subscriptions. Our full Privacy Policy is available [here](#).

1.9 Liability

1.9.1 All members, and their Guests, use the Club facilities at their own risk and the Group will not accept responsibility for any accident, illness or injury, whilst on any premises associated with any club owned by the Group, howsoever caused, other than:

- Liability arising from death or personal injury caused by negligence of the Group or its staff;
- Fraud or fraudulent misrepresentation; and
- Any liability that cannot be excluded by law.

1.9.2 Any member or Guest who suffers injury or accident on any premises owned by the Group must immediately report the incident, and the circumstances under which it occurred, to the General Manager or Duty Manager of the relevant club where the incident occurred.

1.9.3 Liability for loss or damage to property of members and their Guests, including property stored in lockers, vehicles and their contents, motorcycles and bicycles, parked or left on Club premises, is strictly limited to any loss suffered as a result of negligence of the Group (including any club within the Group) or its staff.

1.9.4 The Group may at any time, without penalty, withdraw all or part of its facilities for any period with or without notice in connection with any unforeseen circumstances or any reasonable repair, alteration, cleaning maintenance work or similar reason deemed necessary for the safe operation of the Club. The Group shall use reasonable endeavours to notify the relevant members in such circumstances.

1.9.5 The Group also reserves the right to set aside facilities for occasional social or sporting events, details of which the relevant members will be notified in writing by the Group and/or such information will be published on the relevant Club's website.

Part B – Rules and Regulations for Attending the Club

2.0 Guest Policy

Members with one of the membership subscriptions detailed in the Adult Membership Categories may bring a guest aged 21 or over to the Club (the **Guest**), either by using a valid Guest pass or by paying the Guest fee.

2.0.1. Guest Admission

- All Guests must sign-in at the reception of the relevant Club on each visit.
- The Guest must be accompanied by the member who obtained the relevant Guest pass or paid the Guest fee when attending the Club.
- Guests must adhere to these Terms & Conditions.
- The Club reserves the right to refuse entry to any Guest at its sole discretion without reason.

2.0.2 Frequency of Use

The same Guest may be signed in up to 12-times a year (but no more than twice in any calendar month).

2.1 Multi-Site Access

As a member of the Group, you are able to access other clubs within the Group subject to the details of your membership subscription. The locations of these clubs are available on the Group's website.

2.2 Terms of Multi-site Access Use

- Golf course bookings can be made 3-days in advance.
- Group Exercise bookings can be made 3-days in advance by contacting the reception of the Club you would like to visit. Please see **Part 2 – Rules and Regulations for Using Facilities** for more information on Group Exercise bookings.
- The Club registered as the member’s “home club” must be the location used most frequently.
- If a member uses an “away” club more than their “home club”, we reserve the right to move the membership subscription to the most frequently used club. The term “most frequently used club” refers to when an “away” club has been visited within a particular period 50 percent of the time or more under a membership subscription. This will be decided by the Group at its sole discretion.
- If a membership subscription is transferred to the most frequently used club, the membership subscription fees will be adjusted to those applicable under the new club.
- Golfers may use another course within the Group (up to twice per calendar month).
- We reserve the right to change or remove multi-site access at any time.
- Multi-site access, does not apply to the Castle Royle golf course (**to be used by Castle Royle golf members only**).

2.3 General Rules and Conditions

All clubs are strictly no smoking and vaping venues.

Lost property found on the premises will be stored for two weeks and if not reclaimed may be donated to local charities or disposed of by us and we will not be liable for taking such actions.

All members are responsible for reporting all relevant allergies or medical information to the Club to ensure appropriate actions are taken to manage any health concerns.

No food or drink, alcoholic or otherwise, may be brought into and consumed within the Club or its grounds.

The General Manager, whose decision shall be final, shall determine any dispute that may arise with regard to the interpretation of these rules.

Members must advise the Club immediately of any change to their personal details, including change of name, home address, e-mail address and contact telephone numbers.

Members and Guests should comply with any reasonable request from the General Manager to facilitate the smooth operation of the Club, its facilities and for the convenience of other members.

We reserve the right to refuse admission and/or expel any member if, in our opinion, that person has caused a nuisance, annoyance, offence or breached of any rules.

2.4 Car Park

- You are only entitled to use the Club car park while you are using the Club facilities.
- You must park only in the designated spaces in the Club car park.
- If you do not have a disabled badge, you must not park in the spaces reserved for disabled badge holders.
- We do not guarantee that car parking is available at any of our clubs.
- Car parking is only for visitors, members and their Guests.
- We do not accept liability for any loss or damage to your car, or personal belongings in it, while you are parked in our car park - **you park in the Club car park at your own risk.**
- EV charging points are for use whilst member's cars are charging only. Members are requested to move their car at their earliest possible convenience post-charge.

Part 2 – Rules and Regulations for Using Facilities

Membership Club Cards

- All members, (including Infants, Juniors and Intermediates), will be issued with membership cards (the **Membership Club Card**), which should be used to access the Club on every visit.
- The Membership Club Card will entitle the member to 10% off certain products and services, unless a specific member and non-member rate has been specified. The 10% discount cannot be used in conjunction with any other promotions.
- Membership Club Cards should only be used by the named member and should not be used by any other individual. Misuse of a Membership Club Card for access by another individual may result in the cancellation of your membership subscription.
- The loss of a Membership Club Card should be reported to the Club team immediately and a small fee may be charged for a card replacement.

Health & Wellbeing Facilities

Gym

- It is recommended that all members undertake an induction prior to using the gym, to familiarise themselves with the environment and the equipment.

- A Wellness journey is offered to all members on joining the Club. This journey offers ongoing guidance and support via 1-2-1 sessions, gym floor advice and via our membership portal. Full details of the Wellness journey will be provided to you by the membership or wellness team.
- We use Technogym equipment at all clubs. To engage with the Wellness journey and to make the most out of the membership, we recommend that all members download the MyWellness App. On joining the Club, a profile will be set up for the member on MyWellness and the team will help you to set this up and link it to your Club.
- The Wellness team are on hand to guide and support members with their health and wellbeing. In normal operation, a member of the team will be present on the gym floor at all times, although there may be periods where they are in appointments, running gym floor classes or engaged in activities around the Club.
- Members are asked to show consideration to others by wearing appropriate clothing and footwear and that all equipment is wiped down and put away on completion of exercise.
- Bags should be placed in the lockers provided and should not be brought onto the gym floor.

Personal Training

- Trainers are classified by their qualifications and level experience into three tiers and rates are set accordingly.
- Sessions are available to purchase as a single session, or as blocks. There is also the opportunity to save further by paying via your monthly Direct Debit (outlined below).
- Members are asked to provide 24-hours' notice to cancel a session. After this time, the full session fee will be taken.
- If a member arrives late for their session, the trainer may restrict the session length to the allocated time slot.
- Detailed terms & conditions for Personal Training Sessions are available and will be signed by the member at the point of first purchase and will apply to all sessions.

Group-Exercise

- Class bookings can be made via the member portal or our app (the **TCC App**).
- Bookings can be made for classes that start and finish within the allotted times available to the individual member. Classes which fall outside a member's normal access times, will not be available for that member to book.
- Bookings can be made up to 7-days in advance. The opening of the booking window will vary from site to site. This information will be available in the Club.

- If a class is full, you will be placed onto a waiting list. When a space becomes available you will receive an email and notification on the TCC App. It is recommended that members switch on notifications in the TCC App to receive them.
- Junior classes are restricted by age group. Junior members can only be booked onto a class that is appropriate for their age.
- To check into a class, you must swipe through the Club gates prior to class start time. You will be required to check into each class.
- If you arrive after the start time of a class, the instructor reserves the right to deny you entry if its deemed unsafe and another member may take your place.
- Guests can participate in classes if spaces are available at the time of the class, but Guests cannot book classes in advance. The Guest will need to have a valid Guest pass to access the Club.

Class Booking Cancellations

- Due to the popularity of the classes, members are asked to cancel any class booking if they are no longer able to attend, giving 24-hours' notice, to enable other members to make use of the space. Classes can be cancelled on the TCC App via 'My Bookings' and 'Cancel Class'.
- If a member doesn't provide at least 2-hours' notice and does not attend the class, a 'no show' notification will apply. You will receive both an email and TCC App notification.
- If you miss 3 classes within a 30-day period, you will automatically receive a booking ban immediately for 7 days afterwards. Any classes booked prior to the ban will remain in place.

Swimming Pool

Members are asked to follow the below guidelines:

- Please shower before entering the pool.
- No running or diving in the pool and surrounding area.
- No flippers, snorkels, inflatables or balls except as provided by the Club during organised sessions.
- Crockery and glasses are not permitted on poolside.
- No food or drink is to be taken into or consumed in the pool area (the Club may allow you to carry and consume bottled water purchased on the premises for medical or other reasons at its sole discretion).
- Shoes (that are not covered with over-shoes), prams and pushchairs are not permitted within the pool area.

- Members knowingly suffering from any medical condition that could cause infection or illness to other users should refrain from using the pool and associated wet facilities.
- Shaving is prohibited in all designated wet areas.

Steam Room, Sauna and Spa

- These facilities are available to members and Guests over the age of 16.
- Member and Guests are asked to comply with the usage advice notices displayed adjacent to each facility.
- Please shower before and after using these facilities.
- Members and Guests with certain medical conditions (including but not limited to low or high blood pressure, cardiac irregularities, asthma or pregnancy) should not use the sauna, steam room and spa without prior medical consultation and consent. If there is any doubt, please consult your doctor.
- The maximum permitted time that any person should spend in the sauna, steam room or spa is 10 minutes.

Junior Membership

Club Access and Supervision for Junior Members

- Junior members may access the Club during junior times as outlined by the Club.
- Club Junior and Infant members should be accompanied by a member aged 21 and over in the Club at all times unless attending a supervised activity.
- Parents/guardians are reminded that they are responsible for their child's behaviour at all times when visiting the Club.
- Children are permitted in the changing room of the opposite sex until their 8th birthday.

Poolside Access

- Club Junior and Infant members may access the pool during designated family swim times, as outlined by the Club.
- Children under 8 must be accompanied by an individual aged 21 and over in the pool at all times, unless the child is attending Swim school.
- Children aged 8-15 years must be accompanied by an individual aged 21 and over in the pool area at all times.
- The spa, sauna and steam room areas are restricted to members over 16 years of age.

Swim School

The majority of our clubs provide a Swim school for Junior members, following the Swim England programme.

- Swim schools are run termly and all existing members should sign-up and pay for any lessons prior to the commencement of the next term.
- Members joining the club mid-term may be able to join mid-term and pay a pro rata amount (subject to available spaces).
- Prior to the end of a term, a re-enrolment window will be offered to children already on the programme. After this time any unfilled spaces will be offered to all members.
- To access swimming lessons, a child must be a member of the Club. In some circumstances, if spaces become available, they may be offered to the children of members in the Adult Membership Categories. These children may not have access to the early re-enrolment if there are paying Junior members on a waiting list.
- Should a participant be unable to attend a lesson, a refund will not be offered.
- Mid-term cancellations will not be offered.

Club Junior - Crèche Facilities

The Club Company Club Family facilities follow OFSTED guidelines and are part of its voluntary register:

- Crèche facilities are available to registered Infants and Juniors from 4-weeks until their 8th birthday.
- To access member rates, children must have an active Infant or Junior membership.
- A maximum stay of 2-hours is offered.
- Booking is required to use the facility to ensure that the Crèche adheres to recommended childcare ratios.
- Parents or guardians are asked to provide all nappies, baby creams and wipes required during each visit.
- Food and drink is permitted. Parents or guardians are asked to provide a labelled container and to give this to the Crèche team on arrival.
- Parents or guardians must advise the Crèche team of any allergies suffered by their children.
- Parents or guardians who leave their children in the Crèche must also be present to collect them. Another person may only collect the child when specific arrangements have been made with the Crèche team.
- Children must not be brought to the Crèche if suffering from any infectious illness or condition.

J Gym

Offered for members between 11-15 years old.

- Gym access is permitted following a compulsory induction, Junior members may access the gym between specified times, accompanied by a parent or guardian. Times may vary between clubs and during holiday periods. Guideline times as follows:
 - Monday to Friday 16:00-20:00
 - Saturday/Sunday 11:00-20:00
- J Gym users may use a wide range of equipment, excluding the following:
 - Dumbbells and Kettlebells over 12kg.
 - Free weights area, including free weight equipment above the specified weight.
 - Fixed resistance weight machines.
 - J Gym classes.
- Taylor made classes for Junior members are available at the majority of sites and can be booked via the TCC App.

Food & Beverage Areas

Due to licensing constraints and, as a courtesy to other members, please observe the following rules:

- All members benefit from a 10% discount on their food and drink purchases. Members will be asked to present their Membership Club Card to process the discount.
- A list of allergens is available at all sites. Please ask a member of the team if you have any queries about food served on the menus or specials boards.
- Children must be supervised at all times.
- No food or drink may be brought into and consumed within the bar areas.
- Where there are designated “adult areas”, children under the age of 16 are not permitted.
- Members are welcome to work from the Club. Where designated work spaces are available, it is asked that members use these areas wherever possible. When using the main seating areas, members are asked to respect other members by using the smaller tables.

GOLF MEMBERSHIP

Golf membership refers to any membership with access to the golf and health facilities. Members with access to the health facilities only should refer to '**HEALTH MEMBERSHIP**' (from page one, above)

THE CLUB COMPANY MEMBERSHIP TERMS AND CONDITIONS

The club of which you are a registered member of or can access through a membership subscription under these terms and conditions (the **Club**) is part of a group of leisure clubs whose parent company is The Club Company (UK) Limited (the **Group, we or us**). Please note that these terms and conditions, apply to every club within the Group (the **Terms and Conditions**).

This document is designed to facilitate the smooth running of the Club and the enjoyment of its members. Members are respectfully reminded of their obligation to observe all such rules and conditions and to make every effort to comply with any reasonable request made by the Club Director or General Manager at any particular club.

All opening and closing times referenced in these Terms and Conditions are subject to change at the Club's sole discretion. The term "membership" and "membership subscription" are used interchangeably in these Terms and Conditions.

Part A – Our Digital Contract

By clicking that you accept these Terms and Conditions, a legally binding contract will form between the member and the Group (the **Contract**). The IP address of your acceptance of the Contract will be stamped at the bottom of these Terms and Conditions.

Please note that you will be deemed to have accepted these Terms and Conditions by using your Membership, even if you have failed to accept them as detailed above.

Part 1 – Terms & Conditions of Membership

1. Membership Terms

Membership terms refer to your chosen membership commitment period and payment type. The below options are available:

- Annual Golf Membership (Upfront or Monthly payment)
- Excludes Strike 9 membership
- Membership commitment is 12-calendar months, renewed annually at a fixed date for a further 12-month period.
- Renewal dates are set at 1st April, 1st May or 1st June dependant on the club:
 - 1st April: Castle Royle & Greetham Valley
 - 1st May: Benton Hall, Chartham Park, Cams Hall Estate, Chesfield Downs, The Essex, The Club at High Legh Park, The Club at Mapledurham, The Club at Meyrick Park, Nizels, Nottinghamshire, The Tytherington, The Warwickshire, Witney Lakes & Woodbury Park
 - 1st June: Lichfield Golf & Country Club and Wharton Park Golf Club
- New members joining prior to 1st January will commit their membership up to the next renewal date.
- Members joining after 1st January may be asked to commit to the following commitment period – i.e. will be committed for up to 17-months
- Upfront payment
- Requires full payment up to the next renewal date
- Annual payment is required by the renewal date. Access will be restricted until payment is received

Monthly payments

- Paid monthly via direct debit
- Membership will automatically renew for a further 12-month term at the renewal date, unless a cancellation request has been received.

Strike Nine membership (12-month rolling membership)

- Members are committed to pay for 12-calendar months from the first full month of joining via an upfront payment or monthly Direct Debit.
- Membership is renewed annually for a subsequent 12-month commitment.
- Membership will automatically renew for a further 12-month term, unless a cancellation request has been received

1.1 Membership Categories

Adult Membership Categories: All members have access to all included services and facilities as provided under the relevant category of membership below, within the hours specified:

Full Golf

- Access to the Golf and Health facilities at any time, within the opening hours.

Weekday Golf

- Access to the Golf and Health facilities within restricted hours
- Access times: Monday to Friday 06:00-17:00 (last entry 16:30)
- The Club Company reserves the right to change the access times

Par 3/9-Hole Golf

- Access to Par 3 or 9-hole courses
- Excludes access to the Health facilities

Age-related Membership Categories: Access to the Club and the facilities will be determined by age-group and by the local club rules:

Intermediate Golf and Graduation Golf

- Age restrictions and facility access vary by club.
- An Intermediate or Graduation membership will be automatically upgraded to the relevant age-related membership category once a member no longer qualifies for their current category

Junior Golf

- Access to Golf facilities. Excludes access to the Health facilities
- Age restrictions and access vary by club. Please refer to the relevant club for details.
- A member will be automatically upgraded to the next relevant age-related category when they are no longer eligible for this category

Junior Golf & Health

- Access to Golf and Health facilities
- Age restrictions and access vary by club. Please refer to the relevant club for details

- A member will be automatically upgraded to the next relevant age-related category when they are no longer eligible for this category

1.1.2 Linked Memberships

Linked Memberships refers to two or more memberships entered into under one contract with the Club.

- The head member is the member that has signed the terms with the Club on behalf of any other linked member
- The Head Member is responsible for:
 1. Payment of all joining fees and membership subscriptions.
 2. Providing signed health declaration forms for each linked member.
 3. Ensuring each linked member adheres to these Terms and Conditions and any local club rules and regulations (as applicable).
- All correspondence or communication relating to any linked member will be sent to the Head Member who will be responsible for relaying the relevant information to the relevant linked member(s).
- Linked Memberships must be set up with the same commitment period and method of payment, with Direct Debit payments taken from only one linked account.
- Where members are added to the Membership at a later date, all members will be required to have the same commitment period. This may require the Head Member to recommit to a further 12-month term.
- All members are required to ensure that they:
 1. Sign their respective health declaration.
 2. Adhere to these Terms & Conditions.
 3. Follow all local club rules and regulations (as applicable to each particular club where relevant).

1.2 Joining the Club -

1.2.1 Membership Subscription Fees

Details of fees for your chosen category of membership are provided by the Club at enrolment.

1.2.2 Joining Fees

Members are required to pay a joining fee. This is a one-off charge made at the point of joining. Joining fees are applicable to new members and any previous members re-joining the Club.

1.2.3 Joining Promotions

A member may be offered a ***promotional joining offer**. Promotions are restricted to one per individual and will not be available to existing members or members re-joining within a 12-month period of ending their previous membership term.

*Please check with the Club or online for more information.

1.2.4 First Charge

Members are required to make a pro rata payment for the remainder of the month of joining. This payment is in addition to the commitment term for your selected membership term. Where a member joins after the cut-off point for setting up a Direct Debit mandate for the following month, that member will be asked to pay for the subsequent month in advance. This full month payment will be part of the commitment period.

1.2.5 Acceptance of Rules

In signing a contract for membership with the Group, members agree to abide by these Terms and Conditions together with any local rules and regulations specific to a particular club. ***Please note that you will be deemed to have accepted these Terms and Conditions by using your Membership, even if you have failed to accept them as detailed above.***

Please ask the relevant Club for more information about specific local rules and regulations. The Group reserves the right to amend these Terms and Conditions at any time. The Group will use reasonable endeavours to notify members of any changes or updates to the Terms and Conditions.

1.2.6 Health Declaration

At enrolment, all members must sign the health declaration before using their membership. This states our commitment to you and your commitment to us regarding your health. It is the responsibility of each member to read, sign and date the health declaration provided. The personal data (including any sensitive data) contained in any

health declaration will be both safeguarded and processed as detailed in **1.9 (Privacy Policy)**.

1.2.7 Cooling Off Period

Members may reserve the right to withdraw their membership application within 14 days of the date the member entered into the contract with us by written request. Should you withdraw your membership under this clause, your initial payment in connection with your membership will be fully refunded. However, you will be charged a separate pro rata fee for any days you used the Club within such 14 day period. This condition will be strictly applied and there will be no extensions granted to the 14 day period.

1.2.8 Discretion to Admit

We reserve the right to reject an application for membership, or refuse admission at our sole discretion without providing any reason for such refusal.

1.3 Membership Charges

1.3.1 Charging

All Direct Debit collections will take place on or after the 3rd of each month unless otherwise agreed in writing. Where the 3rd of the month falls on a weekend or a bank holiday, payment will be collected from the nominated bank account on the next available banking day. Please see **1.3.7 Missed Payments** for more details concerning missed Direct Debit payments.

1.3.2 Linked Members Charging

All Direct Debit subscription payments for any linked memberships must be paid using the same nominated bank account as the Head Member.

1.3.3 Finance Charge

Membership subscriptions collected by monthly Direct Debit instalments include a finance charge, which is determined by reference to the cost of commercial company

borrowing rates. More information about this can be provided on request. Subscriptions paid annually in advance do not include such finance charge.

1.3.4 Direct Debit Commitment

If you choose to pay for a subscription by monthly Direct Debit instalments, this is a binding contractual arrangement with us. Should you break this arrangement, the balance of the annual membership subscription for the entire commitment period will become immediately payable in full. Please see **1.8 Personal Training Direct Debit Payments** for information on direct debits relating to personal training subscriptions.

1.3.5 Review of Charges

Membership charges rates are subject to review. Members will be notified in writing, with a minimum of 10 working days' notice. Where the rate review date for the charges falls within a commitment period and the member is paying monthly, the increased charge will apply. For members on a 12-month annual term, the change will take effect on the next membership subscription renewal date.

1.3.6 VAT Charges

Membership subscriptions include VAT (changes to the applicable rate under law may apply from time to time). The Group may pass on such changes at its sole discretion.

1.3.7 Missed Payments

If you fail to make a payment to us by the due date, one or more of the following may happen:

- Administrative and credit control process charges may occur (in the event of missed payments).
- In the event of a membership subscription not being paid on the due date, access to the Club and any online services will be suspended until payment is received.
- If a Direct Debit fails to be collected due to insufficient funds, a second attempt will be made to draw the overdue subscription within 10 working days. Should this second attempt also fail, an attempt to draw a double payment in the following month's Direct Debit collection will be made.

Any communication regarding missed payments will be sent by us via email or in writing. If you are a linked member under a Group Membership, please note all correspondence will be sent to the Head Member.

1.3.8 Recovery Action

Continued failure by you to pay will result in us using debt recovery methods to obtain the outstanding payment (the **Debt**). This may include us engaging the services of collecting agents and where necessary court action to pursue recovery. Any additional costs incurred by us pursuing any debt recovery action, will be added to the Debt and become payable by the member.

1.4 Membership Amendments

- 'Upgrade' refers to a change of membership to a higher rate membership and/or a change from a health to a golf membership. Memberships can be upgraded at any time.
- Upgrades from a health to a golf membership will require the member to both agree and adhere to the golf membership terms & conditions.
- 'Downgrade' refers to a change of membership to a lower rate membership and/or a change from a golf membership to a health membership. Membership downgrades can be processed on completion of the initial membership commitment term.
- Requests for changes to a membership detailed in the Membership Categories must be made in writing or via the member portal by 25th of the month prior to the change taking effect. We will write confirming when such change will take effect.

1.4.1 Inter-Club Transfer

If a member wishes to transfer their membership to a different club within the Group, the terms and conditions accepted by you on your enrolment with your original club will be carried over to your new club. We will send you written confirmation when your membership subscription has changed and when you become a member of your new club.

1.5 Suspensions

1.5.1 Suspension Criteria -

The suspension of a membership will be granted in the following circumstances on production of one of the specified documentary evidence:

1. Pregnancy – Medical confirmation to be provided.
2. Ill health or serious injury preventing exercise – a doctor's letter.
3. Loss of livelihood - Proof of Income Support or redundancy.
4. We may at our sole discretion allow for the suspension of a membership if we are satisfied that there has been a change in your personal circumstances (other than those listed above).

Suspension of your membership means that it is no longer reasonable for you to use the Club's facilities or to continue being a member.

1. Suspension Fee

- The suspension of membership will be charged at £20 per month, with the exception of Junior Golf which is free of charge.

1.5.3 Suspension Terms

- During suspension, all access to the facilities will be restricted.
- Suspensions requests submitted in writing or via the member portal must be received by 25th of the month to take effect from the 1st day of the following month and cannot be granted retrospectively.
- The suspension of a membership will not be permitted until the first full month of your membership has been completed. The period of suspension will be for a minimum of one month and a maximum of nine months, effective from the 1st of any month only (the **Suspension Period**).
- Membership will resume from the 1st of the month following the final day of suspension. It is the responsibility of the member to notify the Club in writing by 25th of the final month of the Suspension Period if an extension is required. The approval of an extension of the Suspension Period will be at the Group's sole discretion acting reasonably.
- At the point of reinstatement, the membership subscription will be charged at the current prevailing rate. We will use reasonable endeavours to notify you of any price increases affecting your membership before such increases come into effect.
- Should all memberships in the Adult Membership Categories within a Linked Membership be suspended, all Infant, Junior and Intermediate memberships in that group must also be suspended.
- The suspension by a Head Member of their membership, may result in an Upgrade to the membership of all linked members aged 21 or over.

1.6 Cancellation (Termination) of Membership

- These clauses tell you when and how you may cancel your membership if necessary. It is the responsibility of the member to provide the Club with written notice to cancel their membership or submit such notice via the member portal in line with the below clauses. Cancellation of your membership will only become effective on receipt of written confirmation from us.
- We may refuse your request to cancel your membership subscription in certain instances such as:
- Where any payments to us are outstanding.
- Your membership subscription has been suspended in line with our suspension policy **1.5 (Suspensions)**.

1.6.1 Annual Golf Membership (Upfront Payment)

- Pre-paid annual memberships will renew the day after the last date of the commitment period (the **Renewal**).
- We will send written notice of your Renewal, along with any new applicable annual rate.
- If you fail to confirm the Renewal of your membership within the month its due, we will treat this as a cancellation. The Renewal of a membership subscription after this point may incur a joining fee.
- On Renewal of the membership subscription, a member commits to a further 12-month period (a new annual term).

1.6.2 Annual Golf Membership (Upfront Payment)

- To cancel the membership subscription at the end of the annual term, notice can be given up to and including the 1st day of the final month of membership. *For example, a golf membership term due to end on 1st May can be cancelled up to and including 1st April for the membership to terminate on 30th April.*
- On Renewal of the membership subscription, a member commits to a further 12-month period (a new annual term).

1.6.3 Strike 9 Membership

- The membership may be terminated at the end of the 12-month term providing one full calendar months' notice. 12 full months will need to be paid before the membership can terminate
- To cancel the membership notice can be given up to and including the 1st day of the final month of membership. *For example, a 12-month term due to end on*

30th June can be cancelled up to and including 1st June for the membership to terminate on 30th June

- If no cancellation request is received, the membership will renew for a further 12-month period.

A calendar months' notice for cancellation means providing us with written notice by the 1st day of the relevant month for the cancellation to be effective for that month. For example, to cancel a membership for 30th September, notice must be provided prior to or on 1st September. Notice received on 2nd September, would be processed to take effect from 31st October.

1.6.4 Early Cancellation

Within the 12-month commitment period there are some exceptions where your contract may be terminated early by giving one full calendar months' written notice with the relevant documentary evidence:

1. Ill health or serious injury preventing exercise – a doctor's letter.
 2. Loss of livelihood - Proof of Income Support or redundancy.
 3. Permanent relocation of main residence to more than 20 miles from the Club.
 4. The Group is satisfied that there has been a change in your personal circumstances, other than those listed above, which means that it is no longer reasonable for you to use the Club's facilities or to continue being a member.
- Early cancellations will be accepted at the Group's sole discretion on receipt of the required notice in writing or via the member portal, on provision of the requested documentary evidence.
 - Members need to provide a calendar months' notice for cancellation in relation to early cancellation.

1. **Strike Shack bolt-on**

The Strike Shack bolt-on can be added to any adult golf membership, giving members access to a maximum of 100-balls per day at any Strike Shack venue:

- Bolt-on Terms & Conditions of membership will match those of the members Golf Membership
- Direct Debit payers: the bolt-on fee will be added to the membership, with a commitment up to the next golf renewal date
- Cash payers: the bolt on will be charged in full up to the next renewal date

- Bolt-on is non-transferable and balls are for use by the member only. If members are deemed to be abusing the bolt-on, we reserve the right to cancel this part of the membership at any time

1.8 Personal Training Direct Debit Payments

Personal training can be paid for via Direct Debit, as a bolt-on to a membership at either 4, 8 or 12 sessions per calendar month for an additional cost (**Personal Training Sessions**).

1.8.1 Setting up a Direct Debit for Personal Training Sessions

- Personal Training Sessions can be set-up at any time in the month, but sessions will commence on 1st of the following month.
- Monies will be collected via Direct Debit at the same time as payment for your membership subscription.
- The minimum commitment period for Personal Training Sessions is 3 calendar months (the **Minimum Commitment Period**).

1. Terms of use

- Personal Training Sessions purchased for the relevant calendar month must be taken in the calendar month in which they are purchased for. Unused sessions cannot be carried over and will not be refunded, except in certain circumstances for the reasons cited above for early cancellation (**please see 1.6.4 (Early Cancellation)**).
- Personal Training Sessions may be suspended in line with our membership suspension policy (**please see 1.5 (Suspension)**).
- Personal Training Sessions are for the personal use by the member detailed under the relevant membership subscription only and may not be transferred.

1.8.3 Cancellation of Direct Debit

- Following the Minimum Commitment Period, Personal Training Sessions may be cancelled by providing us with a calendar months' notice for cancellation.
- On cancellation of a membership for the Personal Training Sessions after the Minimum Commitment Period, the Personal Training Sessions will be automatically cancelled following the calendar months' notice for cancellation.
- Any Personal Training Sessions unused after the cancellation of such membership (excluding early cancellation in line with **1.6.4**) can no longer be used, transferred or refunded.

1.9 Privacy Policy

We take your privacy seriously and will only use your personal information to administer your account and to provide the service(s) and the products you have requested from us. However, from time to time we would like to contact you with details of other offers and services we provide. We do not pass your personal data onto any organisation outside the Group. You will be asked to give your consent to receiving such communication and will have the option to opt out at any time. We reserve the right to pass your details to a 3rd party for the collection of any overdue subscriptions. Our full Privacy Policy is available [here](#).

2.0 Liability

2.0.1 All members, and their Guests, use the Club facilities at their own risk and the Group will not accept responsibility for any accident, illness or injury, whilst on any premises associated with any club owned by the Group, howsoever caused, other than:

- Liability arising from death or personal injury caused by negligence of the Group or its staff;
- Fraud or fraudulent misrepresentation; and
- Any liability that cannot be excluded by law.

2.0.2 Any member or Guest who suffers injury or accident on any premises owned by the Group must immediately report the incident, and the circumstances under which it occurred, to the General Manager or Duty Manager of the relevant club where the incident occurred.

2.0.3 Liability for loss or damage to property of members and their Guests, including property stored in lockers, vehicles and their contents, motorcycles and bicycles, parked or left on Club premises, is strictly limited to any loss suffered as a result of negligence of the Group (including any club within the Group) or its staff.

2.0.4 The Group may at any time, without penalty, withdraw all or part of its facilities for any period with or without notice in connection with any unforeseen circumstances or any reasonable repair, alteration, cleaning maintenance work or similar reason deemed necessary for the safe operation of the Club. The Group shall use reasonable endeavours to notify the relevant members in such circumstances.

2.0.5

The Group also reserves the right to set aside facilities for occasional social or sporting events, details of which the relevant members will be notified in writing by the Group and/or such information will be published on the relevant Club's website.

Part B – Rules and Regulations for Attending the Club

2.1 Guest Policy

Members with one of the membership subscriptions detailed in the Adult Membership Categories may bring a guest aged 21 or over to the Club (the **Guest**), either by using a valid Guest pass or by paying the Health or Golf Guest fee.

2.0.1. Guest Admission

- All Guests must sign-in at the reception of the relevant Club on each visit.
- The Guest must be accompanied by the member who obtained the relevant Guest pass or paid the Guest fee when attending the Club.
- Guests must adhere to these Terms & Conditions.
- The Club reserves the right to refuse entry to any Guest at its sole discretion without reason.

2.0.2 Frequency of Use

- Individual guests of the Health Club may be signed in up to 12-times a year (but no more than twice in any calendar month).
- Individual guests of the Golf Club may be signed in up to 24-times a year (but no more than three times in any calendar month).

2.1 Multi-Site Access

As a member of the Group, you are able to access other clubs within the Group subject to the details of your membership subscription. The locations of these clubs are available on the Group's website.

2.2 Terms of Multi-site Access Use

- Golf course bookings can be made 3-days in advance.
- Group Exercise bookings can be made 3-days in advance by contacting the reception of the Club you would like to visit. Please see **Part 2 – Rules and Regulations for Using Facilities** for more information on Group Exercise bookings.
- The Club registered as the member's "home club" must be the location used most frequently.
- If a member uses an "away" club more than their "home club", we reserve the right to move the membership subscription to the most frequently used club. The term "most frequently used club" refers to when an "away" club has been visited within a particular period 50 percent of the time or more under a

membership subscription. This will be decided by the Group at its sole discretion.

- If a membership subscription is transferred to the most frequently used club, the membership subscription fees will be adjusted to those applicable under the new club.
- Golfers may use another course within the Group (up to twice per calendar month).
- We reserve the right to change or remove multi-site access at any time.
- Multi-site access, does not apply to the Castle Royle golf course (**to be used by Castle Royle golf members only**).

2.3 General Rules and Conditions

1. All clubs are strictly no smoking and vaping venues.
2. Lost property found on the premises will be stored for two weeks and if not reclaimed may be donated to local charities or disposed of by us and we will not be liable for taking such actions.
3. All members are responsible for reporting all relevant allergies or medical information to the Club to ensure appropriate actions are taken to manage any health concerns.
4. No food or drink, alcoholic or otherwise, may be brought into and consumed within the Club or its grounds.
5. The General Manager, whose decision shall be final, shall determine any dispute that may arise with regard to the interpretation of these rules.
6. Members must advise the Club immediately of any change to their personal details, including change of name, home address, e-mail address and contact telephone numbers.
7. Members and Guests should comply with any reasonable request from the General Manager to facilitate the smooth operation of the Club, its facilities and for the convenience of other members.
8. We reserve the right to refuse admission and/or expel any member if, in our opinion, that person has caused a nuisance, annoyance, offence or breached of any rules.

2.4 Car Park

- You are only entitled to use the Club car park while you are using the Club facilities.
- You must park only in the designated spaces in the Club car park.
- If you do not have a disabled badge, you must not park in the spaces reserved for disabled badge holders.
- We do not guarantee that car parking is available at any of our clubs.
- Car parking is only for visitors, members and their Guests.

- We do not accept liability for any loss or damage to your car, or personal belongings in it, while you are parked in our car park - **you park in the Club car park at your own risk.**
- EV charging points are for use whilst member's cars are charging only. Members are requested to move their car at their earliest possible convenience post-charge.

Part 2 – Rules and Regulations for Using Facilities

Membership Club Cards

- All members, (including Infants, Juniors and Intermediates), will be issued with membership cards (the **Membership Club Card**), which should be used to access the Club on every visit.
- The Membership Club Card will entitle the member to 10% off certain products and services, unless a specific member and non-member rate has been specified. The 10% discount cannot be used in conjunction with any other promotions.
- Membership Club Cards should only be used by the named member and should not be used by any other individual. Misuse of a Membership Club Card for access by another individual may result in the cancellation of your membership subscription.
- The loss of a Membership Club Card should be reported to the Club team immediately and a small fee may be charged for a card replacement.

Golf Facilities

All members and their guests are required to adhere to the golf club rules available at their individual club. Course Rules are available along with Local Rules on each club's website, they are also available via the QR code at reception and/or the first tee

Bookings

- Booking windows may vary between club. Please refer to the relevant Club for further information.
- If a member needs to cancel their booking, they are asked to provide a minimum of 24-hour notice
- If a member repeatedly fails to cancel their booking with adequate notice, we reserve the right to restrict or revoke booking rights for a period, at the discretion of the General Manager or Club Director

Health & Wellbeing Facilities

Gym

- It is recommended that all members undertake an induction prior to using the gym, to familiarise themselves with the environment and the equipment.
- A Wellness journey is offered to all members on joining the Club. This journey offers ongoing guidance and support via 1-2-1 sessions, gym floor advice and via our membership portal. Full details of the Wellness journey will be provided to you by the membership or wellness team.
- We use Technogym equipment at all clubs. To engage with the Wellness journey and to make the most out of the membership, we recommend that all members download the MyWellness App. On joining the Club, a profile will be set up for the member on MyWellness and the team will help you to set this up and link it to your Club.
- The Wellness team are on hand to guide and support members with their health and wellbeing. In normal operation, a member of the team will be present on the gym floor at all times, although there may be periods where they are in appointments, running gym floor classes or engaged in activities around the Club.
- Members are asked to show consideration to others by wearing appropriate clothing and footwear and that all equipment is wiped down and put away on completion of exercise.
- Bags should be placed in the lockers provided and should not be brought onto the gym floor.

Personal Training

- Trainers are classified by their qualifications and level experience into three tiers and rates are set accordingly.
- Sessions are available to purchase as a single session, or as blocks. There is also the opportunity to save further by paying via your monthly Direct Debit (outlined below).
- Members are asked to provide 24-hours' notice to cancel a session. After this time, the full session fee will be taken.
- If a member arrives late for their session, the trainer may restrict the session length to the allocated time slot.
- Detailed terms & conditions for Personal Training Sessions are available and will be signed by the member at the point of first purchase and will apply to all sessions.

Group-Exercise

- Class bookings can be made via the member portal or our app (the **TCC App**).

- Bookings can be made for classes that start and finish within the allotted times available to the individual member. Classes which fall outside a member's normal access times, will not be available for that member to book.
- Bookings can be made up to 7-days in advance. The opening of the booking window will vary from site to site. This information will be available in the Club.
- If a class is full, you will be placed onto a waiting list. When a space becomes available you will receive an email and notification on the TCC App. It is recommended that members switch on notifications in the TCC App to receive them.
- Junior classes are restricted by age group. Junior members can only be booked onto a class that is appropriate for their age.
- To check into a class, you must swipe through the Club gates prior to class start time. You will be required to check into each class.
- If you arrive after the start time of a class, the instructor reserves the right to deny you entry if its deemed unsafe and another member may take your place.
- Guests can participate in classes if spaces are available at the time of the class, but Guests cannot book classes in advance. The Guest will need to have a valid Guest pass to access the Club.

Class Booking Cancellations

- Due to the popularity of the classes, members are asked to cancel any class booking if they are no longer able to attend, giving 24-hours' notice, to enable other members to make use of the space. Classes can be cancelled on the TCC App via 'My Bookings' and 'Cancel Class'.
- If a member doesn't provide at least 2-hours' notice and does not attend the class, a 'no show' notification will apply. You will receive both an email and TCC App notification.
- If you miss 3 classes within a 30-day period, you will automatically receive a booking ban immediately for 7 days afterwards. Any classes booked prior to the ban will remain in place.

Swimming Pool

Members are asked to follow the below guidelines:

- Please shower before entering the pool.
- No running or diving in the pool and surrounding area.
- No flippers, snorkels, inflatables or balls except as provided by the Club during organised sessions.
- Crockery and glasses are not permitted on poolside.

- No food or drink is to be taken into or consumed in the pool area (the Club may allow you to carry and consume bottled water purchased on the premises for medical or other reasons at its sole discretion).
- Shoes (that are not covered with over-shoes), prams and pushchairs are not permitted within the pool area.
- Members knowingly suffering from any medical condition that could cause infection or illness to other users should refrain from using the pool and associated wet facilities.
- Shaving is prohibited in all designated wet areas.

Steam Room, Sauna and Spa

- These facilities are available to members and Guests over the age of 16.
- Member and Guests are asked to comply with the usage advice notices displayed adjacent to each facility.
- Please shower before and after using these facilities.
- Members and Guests with certain medical conditions (including but not limited to low or high blood pressure, cardiac irregularities, asthma or pregnancy) should not use the sauna, steam room and spa without prior medical consultation and consent. If there is any doubt, please consult your doctor.
- The maximum permitted time that any person should spend in the sauna, steam room or spa is 10 minutes.

Junior Membership

Club Access and Supervision for Junior Members

- Junior members may access the Club during junior times as outlined by the Club.
- Club Junior and Infant members should be accompanied by a member aged 21 and over in the Club at all times unless attending a supervised activity.
- Parents/guardians are reminded that they are responsible for their child's behaviour at all times when visiting the Club.
- Children are permitted in the changing room of the opposite sex until their 8th birthday.

Poolside Access

- Club Junior and Infant members may access the pool during designated family swim times, as outlined by the Club.
- Children under 8 must be accompanied by an individual aged 21 and over in the pool at all times, unless the child is attending Swim school.

- Children aged 8-15 years must be accompanied by an individual aged 21 and over in the pool area at all times.
- The spa, sauna and steam room areas are restricted to members over 16 years of age.

Swim School

The majority of our clubs provide a Swim school for Junior members, following the Swim England programme.

- Swim schools are run termly and all existing members should sign-up and pay for any lessons prior to the commencement of the next term.
- Members joining the club mid-term may be able to join mid-term and pay a pro rata amount (subject to available spaces).
- Prior to the end of a term, a re-enrolment window will be offered to children already on the programme. After this time any unfilled spaces will be offered to all members.
- To access swimming lessons, a child must be a member of the Club. In some circumstances, if spaces become available, they may be offered to the children of members in the Adult Membership Categories. These children may not have access to the early re-enrolment if there are paying Junior members on a waiting list.
- Should a participant be unable to attend a lesson, a refund will not be offered.
- Mid-term cancellations will not be offered.

Club Junior - Crèche Facilities

The Club Company Club Family facilities follow OFSTED guidelines and are part of its voluntary register:

- Crèche facilities are available to registered Infants and Juniors from 4-weeks until their 8th birthday.
- To access member rates, children must have an active Infant or Junior membership.
- A maximum stay of 2-hours is offered.
- Booking is required to use the facility to ensure that the Crèche adheres to recommended childcare ratios.
- Parents or guardians are asked to provide all nappies, baby creams and wipes required during each visit.
- Food and drink is permitted. Parents or guardians are asked to provide a labelled container and to give this to the Crèche team on arrival.
- Parents or guardians must advise the Crèche team of any allergies suffered by their children.

- Parents or guardians who leave their children in the Crèche must also be present to collect them. Another person may only collect the child when specific arrangements have been made with the Crèche team.
- Children must not be brought to the Crèche if suffering from any infectious illness or condition.

J Gym

Offered for members between 11-15 years old.

- Gym access is permitted following a compulsory induction, Junior members may access the gym between specified times, accompanied by a parent or guardian. Times may vary between clubs and during holiday periods. Guideline times as follows:
 - Monday to Friday 16:00-20:00
 - Saturday/Sunday 11:00-20:00
- J Gym users may use a wide range of equipment, excluding the following:
 - Dumbbells and Kettlebells over 12kg.
 - Free weights area, including free weight equipment above the specified weight.
 - Fixed resistance weight machines.
 - J Gym classes.
- Taylor made classes for Junior members are available at the majority of sites and can be booked via the TCC App.

Food & Beverage Areas

Due to licensing constraints and, as a courtesy to other members, please observe the following rules:

- All members benefit from a 10% discount on their food and drink purchases. Members will be asked to present their Membership Club Card to process the discount.
- A list of allergens is available at all sites. Please ask a member of the team if you have any queries about food served on the menus or specials boards.
- Children must be supervised at all times.
- No food or drink may be brought into and consumed within the bar areas.
- Where there are designated “adult areas”, children under the age of 16 are not permitted.
- Members are welcome to work from the Club. Where designated work spaces are available, it is asked that members use these areas wherever possible. When using the main seating areas, members are asked to respect other members by using the smaller tables.
